

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ableco Finance LLC | | 10/24/2005 | Limited Liability Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Allied Systems, Ltd. (L.P.) | | |
| Street Address: | 160 CLAREMONT AVENUE | | |
| Internal Address: | SUITE 390 | | |
| City: | DECATUR | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30030 | | |
| Entity Type: | LIMITED PARTNERSHIP: GEORGIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1357220 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)962-6771 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 4048853539 | | |
| Email: | trademarks@troutmansanders.com | | |
| Correspondent Name: | Segeda T. Ranjeet | | |
| Address Line 1: | 600 Peachtree Street NE | | |
| Address Line 2: | Bank of America Plaza - Suite 5200 | | |
| Address Line 4: | Atlanta, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 2872.111219 | | |
| NAME OF SUBMITTER: | Segeda T. Ranjeet | | |
| Signature: | /STR/ | | |

TRADEMARK

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REEL: 003185 FRAME: 0274

OP \$40.00 1357220

Date:

11/01/2005

Total Attachments: 1

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RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (the "Release") is made as of the 24th day of October, 2005, between Allied Systems, Ltd. (L.P.), ("Assignee") and Ableco Finance LLC ("Assignor").

WHEREAS, in connection with the Amended and Restated Financing Agreement, dated as of September 4, 2003, as amended from time to time, by and among Allied Holdings, Inc., a Georgia corporation (the "Parent"), Allied Systems, Ltd. (L.P.), a Georgia limited partnership each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto, the lenders from time to time party thereto (the "Lenders"), the Assignor, as collateral agent for the Lenders, and Wells Fargo Foothill, Inc., a California corporation, formerly known as Foothill Capital Corporation, as administrative agent for the Lenders, of which both the Assignor and the Assignee are parties thereto and to certain other loan and security documents (as amended, supplemented or otherwise modified from time to time, the "Agreements") which were entered into for the purpose of securing certain obligations of the Assignee to the Assignor;

WHEREAS, pursuant to the Agreements, Assignee granted the Assignor, for the benefit of the Lenders, a security interest in U.S. Trademark Registration No. 1,357,220 for the mark Miscellaneous Design (the "Trademark"), and pledged and mortgaged (but did not transfer title to) the Trademark to Assignor; and

WHEREAS, all of the indebtedness and other obligations secured by the Assignor's security interest in the Trademark has been discharged or repaid in their entirety, and the Assignor is therefore obligated to release its security interest in the Trademark.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

The Assignor hereby terminates and releases its security interest in the Trademark, and the Assignor hereby assigns and transfers to Assignee, without any representation, warranty or recourse whatsoever, the Assignor's entire right, title and interest in and to the Trademark effective as of the date set forth above.

Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

"ASSIGNOR"
ABLECO FINANCE LLC

By: 

Name: ERIC Miller
SVP